

THE HOME  
IS THE  
FULCRUM.

# The Mountain Eagle

THAT MAKES  
AND MOVES  
THE WORLD

VOLUME NO. XXIII

WHITESBURG, LETCHER COUNTY, KY., THURSDAY EVENING, OCTOBER 3, 1929

NUMBER V.

## DOUBLE CREDITS THIS WEEK

### Hail Our Con- quering Heroes!

#### Whitesburg Hi Grid Steps Into Limelight

They came, we saw and our boys conquered. Such were the results of the opening game of foot ball Friday afternoon, when Whitesburg Hi ten defeated Lee's College, of Jackson, to the tune of 13 and 0. Like little giants our boys came forward in their orange and black to meet the mighty athletic foe—and no truer spirit of sportsmanship and real playing was ever displayed on a gridiron field than was shown in this combat. The first half of the game was closely contested, most of the playing being done in the center of the field. However, in the last half Whitesburg took to the air with their passing. Then the side lines went wild when Bobbie Benton, left halfback broke through with the first touch-down of the game. Fields then passed the ball over the line to Whitaker for the extra point. The last quarter brought another thrill to the spectators when Whitesburg marched up the field to Jackson's seven yard line and Fields made a quarterback sneak for about five yards, and Lexie Potter, fullback, plunged through the line for a touch-down.

Some of the features of the game were the beautiful pass work between Benton and Whitaker, also Potter's line plunging on offense and backing up the line on defense, but the main feature observed by both the team and the sidelines was the wonderful training of the entire team, which, of course, is due to coaches Combs and Savage.

And now that we were conquering heroes in this, our first victory, let's be more determined, boys, to "win another time" and make a reputation for our school.

The line-up was: Woodrow Whitaker, left end; Charles Wright, left tackle; Sam Potter, left guard; Jean Adkins, center; James Reynolds, right guard; Joe Stallard, right tackle; Frank Broughman, right end; Follace Fields, quarterback; Bobbie Benton, left halfback; Ferdinand Moore, right halfback; Lexie Potter, Fullback.

### Young Man Killed

Alex Holcomb, about 25, was killed instantly at McRoberts yesterday morning when he accidentally came in contact with a live wire where he was working in the mines. He was a son of Sam Holcomb and was raised on Linefork in this county. He was married and leaves a widow and two or three children.

### Man And Wife Killed At Jenkins

Last night a man named Reed and his wife met death at a railroad crossing at Jenkins when the car in which they were riding was struck by a passing train. At press time it is impossible to obtain more definite details.

### ANOTHER BIG

#### AUCTION SALE

When you buy property in the fastest growing and liveliest town in the mountains, and we mean Whitesburg, you cannot make a mistake. We are not saying this for advertising purposes, but because we like to prognosticate facts. We are not saying this because the Norman Realty Auction Company is putting on another big sale—another rare opportunity to grab something on next Monday, but because that is a fact. It is our business to advertise, and this is the strong beam on which the steady business of the world rests today, so look up the big page ad in this week's Eagle, think about it, and coin this opportunity into dollars and cents. Keep it in your nut that Whitesburg is to be the best substantial business and residential section this side of Boston or Halifax.

### CULPRITS IN JAIL

Jesse Amburgey, Wesley Sexton and Harrison Napier, charged with the robbery of the Sam Combs jewelry shop on Main Street about two weeks ago, were arrested in Floyd county and are now in jail here. The young men had disposed of a good deal of the watches, jewelry and other paraphanelia stolen, and yet a considerable quantity of it was recovered. Neither of the boys deny the charge.

### PENTACOSTAL REVIVAL AT THE COURTHOUSE

The Pentacostal people are conducting an interesting revival, well attended, at the court house, which started Saturday night last. Our former county citizen, Moses Ison, a minister of this faith, was over from Appalachia to join in the services. Revs. Joe Blair and Jim Scott are leading the preaching at this time. Some of our best citizens are enthusiasts in this denomination.

We are always rushed. We try to make the Eagle shine. The age of light and progress is dashing in our faces and we must face the music. What we started to say, everyone writing for the Eagle if they can possibly avail themselves of the opportunity to do so should use the typewriter.

Burley W. Hale, of Pikeville, was seeing his many friends in the city today.

The old Baptist Church at Colly at its last regular monthly meeting received the church letter of Sam T. Webb, of Waynesburg, asking for admission into that church. His membership is in the old Thornton church which for some years has had no candle burning. The letter was held pending the time when he can be present at the church in person.

Statistics continue to prove that the surest turnover in the automobile business is on Sundays.

New subscribers to the Eagle will please remain patient about getting their paper promptly. We'll make mistakes, that is true, but in due time will straighten our trace chains, smoothe out the crooked places and be coming right along.

### IN THE STATE

Governor Sampson, among others indicted on a charge of violating the law regarding the adoption of free school books, was tried on the charge and cleared on peremptory instructions.

The city of Louisville is entertaining this week the American Legion, probably the largest aggregation of citizenship in the United States. It is an organization of veterans of the World War and a larger mass of soldiers was never assembled before. Louisville is completely in the arms of the Legion. The next annual meeting is to be held next year at Boston.

A jury in Circuit Court in Perry county early this week, declared Jessie Napier, 21, not guilty as charged in an indictment, of the murder of his uncle, Zack Niece, aged sixty.

In the same court this week, Elvin Niece, 22, and Chester Campbell, 22, are on trial charged with complicity in the murder of Boycan Jones, a deputy sheriff. A former trial of the two men by a jury from Knott county resulted in a hung jury. The jury trying the case now is from Owsley county.

The Perry grand jury, which adjourned yesterday, returned 300 indictments, said to be the largest number ever returned at any time in the history of the county.

If your optics are good, read the whole page and more of the Rockhouse Coal Company and Marian Coal Company notice of sale starting in this issue of The Eagle.

Jesse P. Webb, of Huntington, and his sister, Mrs. Winnie Cruise of Williamson, W. Va., arrived to attend the bedside of their sick father, Nelson Webb of this city.

### Heavy Vote Count Period Will End Saturday Night At Exactly Midnight—Then Lowest Schedule Is Due

### LEADERS HOLD PLACES WITH MRS. V. M. THOMPSON IN LEAD; FINAL WEEK WITH THRILLS IS COMING

### Don't Waste Five Weeks Of Hard Work By Slowing Down Now—Do Your Dead-Level Best Now—And Win

The date set for the awarding of the \$991.50 Pontiac Big Six sedan and other grand prizes is fast drawing near, and the speed with which the remaining days will fly will surprise everybody. Eight days might seem like a long time to some people, but they will suddenly awake to the fact that there are only three or four more days remaining of this campaign, and it will then be too late to remedy the disastrous results. Instead of driving that beautiful Pontiac home, he or she will be the recipient of a smaller award.

#### Double Credits

The second period, which is also the last big vote period will come to a close at midnight, Saturday night, October 5, and all the workers who are wide awake to the credit possibilities during the remaining days will put forth that supreme effort to get each and every available subscription into this office before the credits take the final tumble.

Double credits will be given on all subscriptions that are turned in between now and midnight, Saturday night. That means that the club member at the very bottom of the list can turn in a good report in long term subscriptions at the next report night, and take the lead in this race.

The leader who heads the list next Monday morning will be the club member who will have the best chance of all to carry off the highest honors the following Saturday night, as he or she will have the advantage of being at the top of the list and the lowest credit schedule of the entire campaign.

#### Work To Win

Make this your slogan from now on and stick to it through thick and thin. Put forth your best efforts during every remaining hour of the campaign, and when the gong sounds for the end of the race, you will be well satisfied with the results of your labors.

If you resolve that you CAN win, and will work harder until the end of the second period, then the minor prizes will not interest you in the least.

With the goal so near at hand and the major prizes of such attractive value at stake, it would be foolish not to double the effort every day from now on up to the close. Whether you win or lose now depends entirely upon your individual efforts during the next few days.

#### Win Or Lose

Do not take the attitude that "It Cannot Be Done." That is a sure sign of defeat, so chase the thought away if it ever enters your mind. Are you going to make this period count big for you, or are you going to let the remaining days slip by without even making an effort to better your standing. And REMEMBER, each of you is the controller of his or her own destiny and award.

Next week, subscriptions will not count for one third the number of credits that they will up to Saturday night. So, get 'em in here while each subscription will really help you. Millions of credits will be polled Saturday night, and unless you get your part of them, you will be swamped by the tide.

#### Pep 'Er Up

Revive the interest that you had at the beginning of the campaign. Recall the old visions that you had of winning that beautiful new Pontiac sedan.

### Have A Heart

A stitch in time often saves a big rip. Won't those to whom we have extended the courtesy of risk, paid our workmen to do for them what they could not do for themselves, please come down to the Eagle office and help us meet our obligations? The elephant is the biggest of modern animals and can carry a magnanimous burden, but it is said that once a single feather broke his back—broke it smack into in the middle—one part flew one way and the other part the other. Poor elephant! Come across, please.

Mr. and Mrs. J. Mart Potter were business visitors in the city today. Mr. Potter, who is the Republican nominee for Sheriff, has been quite indisposed in health for several days.

### POOR CHICAGO

A Chicagoan took out an accident policy and got pleurisy. He sued the insurance company, but that the court decided that pleurisy was not an accident but a visitation of God. The man took the case to the state supreme court and they reversed the verdict, stating that a visitation of God to a resident of Chicago was an accident.

The Fiscal Court is holding a lively business session this week.

In this issue of the Eagle appears the announcement of Henry Y. Brown, of Crown, candidate to succeed himself as member of the County Board of Education.

### A LETTER OF THANKS

To All the People of Whitesburg: Our father, Nelson R. Webb, Sr., has been taken from the earth's turmoil, transported into a land where suffering, sorrow and troubles never come, and we shall miss him, but in doing so, we shall never forget the kindness, the nobleness of spirit and generosity shown him and his family during his feebleness and illness while living among you. We will return to our homes with fond memories and fond recollections never to be erased.

And again, to everybody, kindly accept our thanks.

JESSE P. WEBB.  
For all the family.

### HE CROSSES

#### THE BAR

Nelson R. Webb, Sr., Seventy-Six, Long Known Citizen Passes Peacefully Away

After being physically disabled and confined to his home for nearly two years, Nelson R. Webb, Sr., a son of the late J. L. Webb, and a half-brother to the editor of the Eagle, passed peacefully, and we believe, triumphantly away yesterday evening at his home in upper Whitesburg. He was seventy-six and had been married three times. He was the father of twenty-four children, thirteen of whom are living. The baby of the last family is only about two months old. The six children living of the last family are all small. Those living by his second marriage are, Lula, residing at Ashville, N. C., Nan-nie, at Cleveland, O., and Jesse P. Robert, Jack and Winnie, residing in West Virginia, and all prominent and popular folks. Besides the children at home, only Jesse P. and Winnie were present when the curtain of life closed. Nelson leaves one older full brother, Wiley, residing on Little Cowan, and one younger sister, Mrs. Siler Hays, of Jettation. Besides these he leaves six half brothers and two half sisters. He leaves a widow and thousands of relatives and friends.

Many years ago the deceased became an ardent and faithful member of the old Baptist Church, and was loyal to its principles to the end of his life. The editor, during his long career, knew his dearly loved half brother as well, probably better, than anyone else. Nelson was honest to a fault, he was liberal, he was a hard worker, he carried in his being the old traits, (shall we say the best blood of a number of families that in the early days sought these high lands, and hewed their ways through the forests?) the Webbs, Adams and Crafts and these were a part of his life. He was a Christian man, a praying man, and he loved to anticipate the hour when death's chilly waters would give way on the other shore. With this bright anticipation we consign him to the realms of his fathers. May God's sunshine brighten the lives of those left behind. The remains will be interred at Thornton tomorrow with appropriate funeral services.

### TODAY'S STANDINGS OF THE CONTEST WORKERS

Club Members Ready for the Last Big Week of the Campaign—Climax is Drawing Near, and With Double Credits This Week, Big Things Will Happen

The entrants for the great classic race of the Mountain Eagle are now lined up at the starter's tape. The starter is standing with upraised flag to signal the breakaway. Who will come down the home stretch a WINNER? Only the judges can tell, and they, not until the final vote count is made immediately after the campaign comes to a close. Every club member is working overtime to get their best work done and all their promises in to the campaign department before the credits take their final drop—consequently, an avalanche of credits and subscriptions will pour into this office Saturday night, and all next week.

Mrs. V. M. Thompson, a very diligent and consistent club member, is still holding a slight lead over several other workers.

#### HERE'S TODAY'S STANDINGS OF THE CLUB MEMBERS

Mrs. V. M. Thompson	1,168,400
Mrs. W. B. Day	1,164,525
Mrs. Alpha F. Hart	1,152,250
Mrs. Wilmer Collins	1,149,175
Miss Gladys Dale	1,113,575
Miss Frances Ventura	1,002,425
Mr. Carl Sebastian	935,450
Mrs. Rex Cole	374,700
Mr. B. F. Blair	365,600

Friends and backers of Club Members, NOW is the time to help your favorite, if you ever intend doing anything. A subscription will count for just three times as much this week as it will next week. SUBSCRIBE BEFORE MID-NIGHT SATURDAY NIGHT.

### Merchants Who Issue

### FREE VOTE COUPONS

Following is the list of merchants who are cooperating with us in putting our big "EVERYBODY WINS" Salesmanship Club Campaign over WITH A BANG by issuing FREE VOTE COUPONS on each dollar cash purchase or paid on account, and judging from the number of coupons finding their way back into the Eagle office, we rather believe that the friends of the club members are doing their part and going out of their way to trade where they can get these free vote coupons.

By trading with the merchants listed below, you can help your favorite in this big \$2,500.00 Prize Campaign

WHITESBURG	NEON
Kyva Motor Company	Easy Payment Music Co.
J. H. Frazier	Yellow Front Stores
R. N. Swisher	Liberty News Company
Public Square Service Station	Letcher Hardware Co.
Mullins Dept. Store	Ford Furniture Corporation
CHILDERS DRUG STORE	HAYMOND
Yellow Front Stores	Collins Service Station
Hogg Drug Company	JENKINS
MILLSTONE	H. S. Short Auto Sales
Kyva Motor Company	East Jenkins Drug Co.
BLACKKEY	Leader Department Store
Yellow Front Stores	Ball Hardware & Furniture Co.

Get behind your favorite by trading at the above stores where you can get the FREE VOTE COUPONS. One coupon might be worth \$991.50 to some club member.



## THE MOUNTAIN EAGLE

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ESTEVAH WEBB, Social and Associate Editor  
J. P. JOHNSON, Job Dept.

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### NEON NEWS

Mrs. J. M. Wood entertained Friday afternoon with three tables of bridge. The house was beautifully decorated in fall flowers, carrying out the colors of pink, yellow and green. Those playing were Mrs. N. G. Sustat, T. J. Alford and H. T. Ramey, of Hazard, Mrs. E. R. Ward, of Jenkins, Mrs. Harry Crave, Geo. Farnival, H. H. Henniger, B. R. Conley, C. B. McAuley, Howard M. Linebaugh, T. S. Haymond, and Miss Beulah Hall, Fleming, Mrs. H. H. Hendry and Miss Bee Manners were luncheon guests. Prize for high score, a beautiful fireside basket, was won by Mrs. E. R. Ward, while Mrs. George Farnival was consoled with a piece of colored Japanese pottery.

Mr. and Mrs. John D. Sergeant and Daughter, Mrs. Lonnie Yonts, and Mr. and Mrs. H. R. Yonts visited at the home of Mr. and Mrs. W. D. Collier Sunday afternoon.

George Venters, of Portland, Tenn., who was called here by the death of his nephew, Lonnie Yonts, has returned to his home.

Mrs. J. M. Wood and Mrs. Howard Linebaugh and little Miss Norma Lee Wright were Whitesburg visitors Monday.

The many friends in Neon of Lonnie Yonts, who passed away last Monday morning, wish to take this means of expressing their deepest sympathy to his wife and the Yonts family.

### CARCASSONNE

All of the teachers and several of the students attended the teachers' meeting at Jeremiah last Saturday. Those attending were, Estil, Clara, and Clifton Caudill, Clyde Frazier, Mallie Branson, Pauline Fields, Lissie and John Quincy Adams and Raymond Fields.

The meeting which was held on Saturday at Jeremiah was a success. Many problems which have been more or less a puzzle to some of the teachers were solved. The fact that so many teachers are willing to give up their time on Saturday to attend these meetings proves that Letcher county has a group of teachers who are really interested in the welfare of the children.

Superintendent Squires, of Whitesburg, added much to the success of the meeting by his valuable suggestions. We hope to have him with us again. The next meeting of the lower Letcher county teachers' association will be held with the Elsiecoal school on the fourth Saturday in October.

Several students were absent on account of illness last week. This will increase the membership of the "make up" class this week.

A beautiful pennant was given to the school by Miss Pryor. It has been decided that the room having the best attendance (highest percentage) during any month will be allowed to keep the pennant until the honor is won by some other room.

Mr. Gibson made some pictures of the school last week, but he has been too busy to develop the negatives.

Ray and Clyde Frazier and Everett Brashear, who have been out of school on account of illness, are with us again.

New grade students the past week are, Jean and Helen Pace and Wesley Brown.

Hargis Caudill, from Mill Branch, visited the Center last week.

Zellah Stamper is suffering from an injured foot which was hurt when she was thrown from a horse.

Wesley Brown, Brownlow Fields and Ersel Smith, under the direction of Miss Pryor, are doing much to help the looks of our campus.

Venters and Emma Cornett had a host of friends to visit them last week-end.

Last week chapel leaders were, Anderson Caudill, John Quincy Adams, Vivian Dixon, Bess Dixon and Helen Bates.

Merlin Brown, who had to drop out of school last year when he was seriously burned in a powder explosion, is expected to re-enter school soon.

Our typewriting class is

wound up ready to speed this month.

Mrs. Feltner spent the Sabbath with her nieces here.

Uncle Tom Dixon continues to improve, and it is hoped he will soon be fully recovered.

J. D. Caudill will move this week to Millstone Mine.

Mr. Will Haynes visited relatives on Colly last week.

Emery Caudill has returned to Cincinnati to resume his garage work.

### Sergent School

Our school is still plodding onward, sparing no efforts for its success. One month is gone, the time that never can be recalled. If we have made the best of it, all's well, if not, the time is lost. We are hoping that the time has been well spent. We are expecting Mr. Webb to spring some rather hard quizzes to see whether or not the time has been well spent. They will come next week, perhaps. We are still handicapped on account of the whooping cough and the lack of books and seats. We are hoping that all will end well.

Miss Crawford's room gave a very interesting program last Friday evening. We think that the primary folks are wonderful and we surely do like to watch them perform. We like it so well that we didn't get out on time even though it was Friday.

Community News  
Miss Marie Holbrooks will entertain with a party given in honor of her Sunday School class Thursday afternoon. The guests are, Rose Webb, Aileen Fields, Alice Richardson, Emma Jean Thompson, Thelma Richardson and Messrs. Remus Webb, Graydy Boyd and Georgia Adams.

Edith Wiginton is out of school. She has typhoid fever. Edith is the daughter of Mr. and Mrs. John Wiginton, of Apex.

Mr. and Mrs. Ernest Wright are the proud parents of a fine baby boy whose name is Ernest Earl. They are tickled 'most pink.

Virgil Hunsaker is home after being in the Seco hospital for some time. He is getting along nicely, and in behalf of the school we are glad.

Arthur Day of our town, who was hurt years ago and has not yet recovered seemingly, is all smiles. That is the way to make the dark days bright. His wife and daughter, Ola, are getting along well. Ola attends Sunday school.

Mrs. M. M. Holbrook had a sudden attack of heart trouble, but is now on the road to recovery.

Monday night someone broke into A. C. Craft's store, Thornton, between twelve and six o'clock. The loss was not very great according to reports.

Nelson Holbrook, son of A. H. Holbrook, who has been very ill was taken to Neon Sunday for medical treatment. The school is wishing him an early recovery.

### Stuart-Robinson

The evangelistic services conducted by Rev. S. M. Logan for the past ten days at the Blackey Presbyterian Church at Stuart-Robinson have been productive of much good to the school and community. A number of young people made profession of their faith in Christ and united with the church. That was an especially impressive scene at the close of the morning service Sunday when eight children—four boys and four girls—came forward and confessed Christ, received the ordinance of baptism and were taken into the church.

Messrs. W. E. Cooper, Jr., and P. A. Tice enjoyed a trip to North Carolina last week. Mrs. Cooper, Murray and Florence Cooper returned with them Monday night, having driven from Graham, N. C., that day.

Miss Caroline Stacey is in Lexington for a few days. Rev. Wilbur Huffer, of Orlando, Fla., secretary of the committee on Christian education and ministerial relief, was here Tuesday. Mr. Huffer is visiting the different synods and Presbyteries in the interest of the ministers' annuity fund.

Mrs. P. A. Tice, Miss Gladys Sinclair, Martha, Jimmie, Dor-

othy and Johnnie Tice, Azalee Franklin, Ethel Gum, Juanita Duff and Thelma Wilson motored to Hazard Monday, the girls going down to have their eyes examined by Dr. Brown.

Rev. O. V. Caudill, of Whitesburg, drove down for a brief visit Tuesday morning.

Our faculty play, "Patty Makes Things Hum," made such a hit that the Dudley people asked that it be presented there and this will be done Friday evening October 4.

Pearl Graham, who was a member of our dormitory "family" last year, came back to us Monday morning, entering at the beginning of the second six weeks period. Pearl was accompanied by her father, V. T. Graham, who remained for a short time.

Newton Smith recently received from his father a portable Corona typewriter, and has been added to our class of typing students where he is doing good work.

### Something Different

At the Baptist Church in this city Sunday, a unified service will be inaugurated. Beginning at 9:45 there will be opening exercises and sermon by pastor I. E. Enlow, then at 10:30 Bible study period will begin with classes suitable to all ages, as follows:

Children under three years of age will be instructed by Mrs. age Lewis; children under four and five years old will be taught by Mrs. W. H. Lewis and Mrs. Sam Hart.

Girls, six years, by Mrs. Thelma Yonts; boys, six years, by Miss Ida Hart; girls, seven years, Miss Wilma Back; boys, eight years, Mrs. U. H. Sledd; girls, eight years, Mrs. Henry Combs.

In the Junior Department, of which Geo. N. Hale is superintendent, classes are:

Boys, nine to ten, by Mrs. M. D. Lewis; girls, nine to ten, by Miss Vera Raleigh; boys, eleven to twelve, by Mr. Hobbs; girls, eleven to twelve, by Miss Eunice Combs.

The following classes meet upstairs: girls, 13 years, by Mrs. L. H. Lewis; boys, 13, 14, and 15, by Mrs. A. C. Adams; young ladies 17 to 21, Miss Dalna Hays; young men 17 to 21, by Prof. R. Dean Squires; ladies' class, Edison Lewis; men's class, Edison Lewis.

You are invited to these services.

I. E. ENLOW.

### RED FOX

John Collins and family, of Elsiecoal, son of Jim Collins of Rockhouse, visited uncle Pud Breeding and wife last Sunday. Also Steve Fairchild and family, of Sandlick.

Robert Cornett and family, of Sassafras, paid a visit Monday. Very glad to see them come. Many others are invited to come and visit us and make us think of old times.

### FOR RENT

7-room and bath. One of the most modern residences in town. \$35.00 per month. Can sub rent some of the rooms, if desired. Will rent only to responsible parties. See Mrs. John Pendleton, or write, Karl E. Davis, 409 Master St., Corbin, Ky.

### COLSON

Our school is progressing nicely. The little six-year-old son of Mr. and Mrs. Blain Collins passed to the happy land beyond. He was a fine little boy, and came to school about every day since school began.

Lola Collins went to Whitesburg and had dental work done Monday of this week.

Versa Everidge, a twelve-year-old girl, has been very ill for the past couple of weeks with a bad leg. Dr. Collins landed her leg Sunday.

Mrs. Desty Bowens, who has been ill for the last six months, is getting along as well as can be expected. We hope she will be able to visit Colson school soon.

The little child of Mr. and Mrs. Harrison Gibson has been ill for three or four days. They do not know just exactly what is the matter with it. Dr. Collins says it might be scarlet fever, but is not sure.

Jas. Niece is making molasses this week.

Floyd Collins, of Tillie, was a business visitor at Colson Monday.

We are planning on having a good time at Colson school October 28th. We will have with us Dock Boggs and his crew. Everybody welcome, come and let us all enjoy life together. Do not overlook this and say I.

Mrs. P. A. Tice, Miss Gladys Sinclair, Martha, Jimmie, Dor-

## November Election Candidates

### REPUBLICAN NOMINEES

For Representative  
Bradley Combs

For County Judge  
Jno. D. Sergeant

For County Attorney  
Jno. D. W. Collins

For County Court Clerk  
Miss Amanda Gibson

For Sheriff  
J. Mart Potter

For Tax Commissioner  
Henry R. Yonts

For Jailer  
Mrs. Mantie Whitaker

For Coroner  
Silas Fields

For Justice of Peace  
District No. 1  
Walter Fields

District No. 2  
Hobart Tucker

District No. 3  
Henry Sergeant

District No. 4  
J. D. Maggard

District No. 5  
Finley Sumner

District No. 6  
John D. Huff

District No. 7  
Joe I. Day

District No. 8  
Elijah Proffitt

For Constables  
District No. 1  
Melvin Blair

District No. 2  
Trigg Mullins

District No. 3  
James Combs

District No. 7  
Pleas Hall

District No. 8  
Riley Meade

### DEMOCRATIC NOMINEES

County Judge  
Sandy Adams

County Attorney  
Astor Hogg

County Court Clerk  
Cro C. Caudill

For Sheriff  
Stephen Cornett

For Jailer  
W. Riley Caudill

Justice of the Peace  
District No. 1  
Newt Sturgill

District No. 2  
Robert W. Mullins

District No. 3  
L. A. Sexton

District No. 5  
Thos. A. Dixon

District No. 6  
J. Dishman Hogg

District No. 7  
Jim J. Webb

District No. 8  
J. Matt Webb

District No. 8  
J. C. Holbrook, Kona

Member County Board Of Education  
W. M. Quillen, Neon

Arlie L. Brown, Millstone

James Crase, Lester

### INDEPENDENTS

For Jailer  
A. L. Lowe, Fleming

For Tax Assessor  
C. H. Back, Whitesburg

Justice of the Peace  
District No. 8  
C. J. Reed, Fleming

District No. 3  
Bill Thompson, Jeremiah

For Constable  
Jenkins District  
W. M. Stevens, Burdine

District No. 7  
Bill Polly, Mayking

### FOR SALE

I want to sell my home at Whitesburg. Best of terms. Can pay for same like rent. Write-

KARL E. DAVIS, 409 Master St., Corbin, Ky.

### For County Board Of Education

Neon-Millstone Sections. J. W. Amburgey, of Thornton Announces.

To all the Voters of Millstone. Neon, Thornton and Fleming Division: I am a candidate for member of the County Board of Education in your division, and will appreciate your support at the election in November. If elected, I promise you to do all in my power to enhance to interests of your section and county. Kindly keep this in mind and remember, I want your help.

Your Friend,  
J. W. AMBURGEY.

Thornton, Ky.

## This Week

by Arthur Brisbane

### Intellectual America

#### Valuable Lives

#### Mexican News, Good, Bad

#### All About Strange Man

Intellectual Americans paid \$300,000 to see Mr. Tom Loughran fight Mr. Jack Sharkey, a Lithuanian who borrowed his fighting name.

The gentlemen, who are "heavyweights" in more senses than one, fought three rounds. Sharkey won; Mr. Loughran "technically knocked out."

The same crowd will pay \$300,000 more later to see them fight three more rounds, with Mr. Loughran winning.

After that will come the deciding match. Sad, dull days for those who crave brutality.

Of all big business, life insurance is biggest, Frederick H. Ecker, president of the Metropolitan Life Insurance company, predicts an increase in life insurance from one hundred to two hundred billions by 1940, while discussing problems involved in the investment of fourteen thousand million dollars, held in trust for policy holders.

Two hundred billion dollars' insurance on the people of the United States seems gigantic. But it averages less than \$2,000 per inhabitant. It's a poor American that isn't worth more than that.

Two pieces of Mexican news—one good, one bad—for Mexico's people. With excellent intention, Mexico plans to let Mexican labor raise itself by its own bootstraps. That is the bad news.

Employers hiring more than twenty workers must make collective contracts with all.

An employer for any reason letting men go, even closing down for lack of business, must continue paying wages for three months.

Such laws, if established, would drive capital and prosperity out of Mexico.

It would expel the only automobile factory in Mexico, which belongs to Henry Ford.

Mexico's good news tells that the number of her schools has doubled within a year. The government plans public school education for every child, on the American plan.

Man is a strange animal. David Bernstein, Brooklyn tailor, deliberately killed a man against whom he held no grudge, pushing him off an elevated railroad platform in Brooklyn. No one saw him. He confessed to the police.

Lisane, probably.

### POWDER PUFF

#### Beauty Parlor

Hazard, Ky.

Eugene Permanent Wave

\$10

Two Finger Wave Free

Now you can have the loveliest

of waves, in the most modern

style by skilled attendants using

excellent supplies—at the lowest

price the Powder Puff has ever

featured. Don't deny yourself the

charm and chic of a permanent

any longer.

Tuesday and Wednesday

Are Dollar Days

Antiseptic Shampoo or Water

Wave

\$1

Manicure and Eyebrow Arch

\$1

and 8 Other Combinations

\*\*\*\*\*

### MIKADO

Have Your

Scribbles

Analyzed

The Yellow Pencil with the Red Band

Louise Rice, world famous graphologist, can positively read your talents, virtues and faults in the drawings, words and what notes that you scribble when "lost in thought".

Send your "scribbles" or signature for analysis. Enclose the picture of the Mikado head, cut from a box of Mikado pencils, and ten cents. Address Louise Rice, care of

EAGLE PENCIL CO., NEW YORK CITY

### NATHAN J. LUCAS

#### ANNOUNCES

Lester, Ky., Sept. 18.

To the People of Head of Rockhouse, Thornton and Millstone Educational Division: I am a candidate for Member of the Letcher County Board of Education, to be elected in November. I have served in this capacity before, and performed all the duties of the office. If you will elect me again, I will do all in my power to maintain our educational system and keep our public schools progressing.

Our schools are the mainstay of our county and it is up to you to see that good men are elected to manage them. Please remember to look up my name at the election, vote for me and I will thank you by serving you faithfully.

Yours truly,

NATHAN J. LUCAS.

### MALE HELP WANTED

Reliable man wanted to run McNESS Business in Letcher county. \$8.00 to \$12.00 daily profits. No capital or experience required. Wonderful opportunity. Write today. McNESS CO., Dept. G., Freeport, Illinois.

### STRAY HOGS

There has been around my home and on my farm a sow hog and four pigs. Sow is black with white stripes across shoulders—marked crop of each ear and a split in each ear. Pigs are black and white spotted, about one month old. The owner can have these hogs by paying \$2.00 for this notice and expense of keeping.

HIRAM ISON, J. P.  
9-25-1929.

Uz, Ky.

### For Justice of Peace 2nd District

To all the Voters of Magisterial District No. 2: I am an independent candidate for Justice of the Peace in your district and will very much appreciate any help and support you can give me in the coming November election. You will find my name under the "open book."

If you elect me as your Magistrate, I will serve you earnestly and honestly.

Yours very truly,

Thanking you, I am,

JESSE BATES

Jenkins, Ky.

Success is seldom achieved over night. It comes as a result of constant effort and continued growth.

Think how easy it would be to walk into this bank today and start an Interest Account by depositing one dollar or more

## STARTING IS THE SECRET OF ACUMULATING

## FIRST NATIONAL BANK FLEMING, KY.

IF YOUTH KNEW WHAT AGE WOULD CRAVE—IT WOULD BOTH GET AND SAVE

### SAVE!

Youth does "get" but, unfortunately, not always "saves." Blindly it succumbs to life's temptations, letting its money slip through its





# AT AUCTION!

## 22 Beautiful Lots

Geo. Hogg Property In Fields Addition

## 1 Residence & 4 Lots

The Presbyterian Church Addition

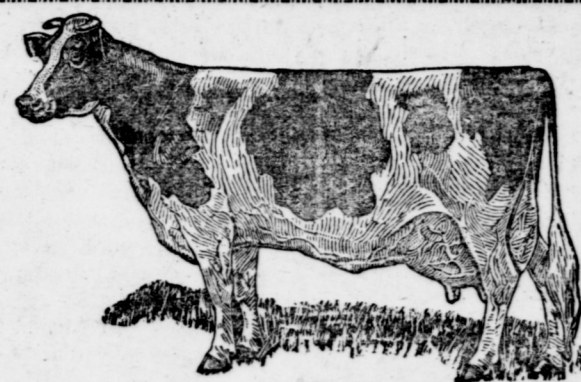
-----AND THE-----  
Residence of Ishmael Combs

# AT WHITESBURG, KY.

# MONDAY, OCTOBER 7

AT 1 O'CLOCK

**Free!** One Nice  
COW



Cash  
PRIZES **Free!**

And \$125.00 Victrola

EASY TERMS - GOOD MUSIC - EASY TERMS  
NORMAN REALTY AUCTION COMPANY

Selling Agents

Whitesburg, Ky.



IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF KENTUCKY.

KENTUCKY RIVER Coal Corporation, Plaintiff  
Vs. Notice of Sale of the Assets and Properties of Rockhouse Coal Company by Wm. F. Mandt, Receiver.

No. 569 in Equity  
Rockhouse Coal Company, Amalgamated Coal Corp., Et Al, Defendants.

1. Pursuant to a judgment and order of sale made and entered by the above mentioned court on the 23rd day of September, 1929, in the above styled action pending in said court at Lexington, Kentucky, (which judgment and order of sale is hereby referred to and made a part hereof as fully as if copied herein) the undersigned Wm. F. Mandt, as Receiver of the defendant, Rockhouse Coal Company, will sell at public auction to the highest and best bidder or bidders on the 25th day of October, 1929, at or about the hour of 11 o'clock A. M., (Central time) of said date, in the City of Whitesburg, Kentucky, at the front door of the courthouse of Letcher county in said city and state, the following properties and assets of the Rockhouse Coal Company, in said judgment and order of sale described and therein directed to be sold, free (1) of all liens of the plaintiff in the above action, and (2) free and clear of all rights, interests, liens and claims of the defendant, Rockhouse Coal Company, and of its stockholders and creditors, and of the Amalgamated Coal Corporation and of its Receivers, and of the Liberty National Bank and Trust Company as Trustee, and of the Phoenix National Bank and Trust Company of Lexington, Kentucky, (now First National Bank and Trust Company); and (3) of any and all other persons, firms and corporations to the above action and litigation; and (4) of each and all persons, firms, creditors and corporations, as shall become or be made parties to the above action; and (5) of each and all persons, firms and corporations claiming, by through or under any of the above mentioned parties, creditors, stockholders, firms and corporations; and all of said properties and assets of said Rockhouse Coal Company hereinafter described, will be sold free from all rights, claims, titles and interests and right of equity or right of redemption of said Rockhouse Coal Company, and upon the terms and conditions and in the manner hereinafter set out, to-wit:

A. All of that lease and leasehold estate of said defendant, Rockhouse Coal Company, in and to those certain tracts of coal mining lands containing approximately one thousand (1,000) acres, more or less, situated, lying and being in the county of Letcher, in the State of Kentucky, and more particularly described as follows, to-wit:

BEGINNING at a stake at the junction of Hampton Branch and Grace Branch, about 516 feet from the mouth of Hampton's Branch, thence up Grace Branch as it meanders, N 5 00 E 353.7 feet to stake thence N 14 00 W 153.0 feet to stake at the mouth of Dry House hollow; thence up Dry House hollow as it meanders N 31 30 W 225.9 feet to stake; N 2 00 E 221.8 feet to stake; N 3 45 W 269.4 feet to stake; N 4 15 W 269.4 feet to stake; N 2 55 W 268.6 feet to stake; N 1 25 E 217.7 feet to stake; N 18 00 E 148.7 feet to a stake at junction of upper forks of said Dry House hollow branch; thence up point between said forks, N 15 W 257.6 feet to a stake; thence N 3 15 W 135.2 feet to a cross on rock; thence N 27 W 137.6 feet to a stake about center of right of way of Kentucky and West Virginia Power Company; thence in a straight line N 31 00 W 3446.7 feet to a stake on the right bank of chestnut flat branch, witnessed by buckeye, maple and buckeye stump, about 200 feet down the branch from where the property line between McIntyre Heirs and Wilburn Dixon crosses the said branch; thence down said chestnut flat branch as it meanders to Elk Creek; thence down Elk Creek to the line between John Dixon Heirs and Wilburn Dixon; thence leaving Elk Creek and going up the hill with the said property line to the outcrop of the No 4 seam of coal; thence with said outcrop line to the property line between Wilburn Dixon and Nancy Back; thence with said property line down the hill to the center of Elk Creek; thence with said Elk Creek as it meanders to the line of the Irvin Back mineral deed; thence with the lines of same down Elk creek as it meanders to the line of the Irvin Back mineral deed; thence with the lines of same down Elk Creek and continuing down Elk Creek to the line of the Henry Dixon fee tract; thence up the hill with same to the line of W. J. Caudill mineral deed; thence with the same to the mouth of Elk Creek; thence with same up the North Fork of Kentucky river to the line of the mineral deed made by John White Sumner and others; thence with said deed up the river to the edge of county road, just below the old William McIntyre residence, now the John White Sumner residence; thence continuing with said deed up the hill to the line of the H. B. Branson fee tract; thence down the hill with said line to the line of the J. W. Sumner and others, mineral deed, thence with the line of same around western end of

tract, and up Rockhouse Creek to line of small tract now claimed by Lydia Jenkins and husband, containing about 1-4 acre; thence with line of same around foot of hill to Meeting House Branch; thence down Meeting House Branch as it meanders with line of Susan Whitaker to the center of the original bed of Rockhouse Creek; thence up with said Rockhouse Creek and Susan Whitaker line to the line of the H. B. Branson fee tract purchased by Kentucky River Coal Corporation for right-of-way; thence leaving said creek and with the line between said Susan Whitaker tract and H. B. Branson tract northward to a line of the Wm. McIntyre 142.51 acre mineral deed, surface now owned by McIntyre; thence with the line between Susan Whitaker tract and Ben McIntyre tract to Hampton Branch; thence with H a m p t o n Branch to the place of beginning, containing approximately 1,000 acres.

Together with the exclusive right and privilege of said Rockhouse Coal Company, its successors and assigns, of mining, removing and marketing all the mineable and merchantable coal in, upon and under said boundary of land, in accordance with the provisions and upon the terms and conditions set out in that certain lease of said coal mining land made by the Kentucky River Coal Corporation of date July 1, 1919, to said Rockhouse Coal Company, recorded in the Letcher County Clerk's office of Letcher County, Kentucky, in Lease Book 1, page 453; and to which said lease reference is hereby made for a more particular description of said lands and of the terms and conditions thereof and of the rights, powers and privileges granted to said Rockhouse Coal Company by said Kentucky River Coal Corporation, and the rights, remedies and reservations and liens therein made in favor of said lessor, Kentucky River Coal Corporation; and

B. Also all of the right, title and interest of said defendant, Rockhouse Coal Company, in and to all of the buildings and their contents, and all machinery, materials, tools equipment, spurs, structures, tipples, sidings, spur tracks, switchings, hoists, mine cars, railroad tracks, and all mine trolleys, mine pumps, mining machines, mine locomotives, motor generators, aerial tram system, all electrical machinery, equipment and wiring, all office furniture, fixtures and supplies, and all other plants, buildings, tenements, miners' houses, and all other equipment, machinery, appliances, tools and supplies located upon the above described lands, and composing the mining plant of said Rockhouse Coal Company located on the above described leased coal lands and used and operated as a unit by it in conducting its coal mining operations thereon; also one motor on Frigidaire unit located on the sub leased property of the Marion Mining Company; also six mules and seven horses; and

2. All of the above described property and assets of said defendant, Rockhouse Coal Company, described in paragraph 1 of this advertisement of sale, will be sold by said receiver together and as an entirety at said time and place, for one-third (1-3) of the purchase price in cash, and the balance of such purchase price on credits of six, twelve and eighteen months for equal installments of such balance of the purchase price, with interest thereon at the rate of six percent. (6%) per annum, payable semi-annually from date of sale until paid; but with the privilege to the purchaser of said properties of paying all of said balance of the purchase price or as much more than 1-3 thereof in cash as such purchaser may elect; and in the event such purchaser does not elect to pay the entire purchase price in cash, but to pay only one-third (1-3) or more thereof in cash, then the receiver is directed to take from such purchaser, and he will be required to execute to said receiver, bonds with good and sufficient surety thereon, to be approved by said court, not only for said equal installments of such balance of the purchase price not paid in cash, payable to said receiver in six, twelve and eighteen months respectively from date of sale, and bearing interest at the rate of six percent. (6%) per annum, payable semi-annually from date of sale until paid; but also for the faithful compliance with and performance by such purchaser of all the terms and conditions of said sale and of all the covenants, agreements and conditions of said lease hereinabove mentioned, to be performed and complied with by the lessee therein, and its successors and assigns as therein provided for, while any part of said purchase money and interest remains unpaid; and the said bonds are to have the force and effect of a judgment and are to remain and be a lien upon said properties, as additional security for the payment thereof; and further, that said properties will be sold by said receiver with the obligation of the purchaser to assume and pay as a part of the consideration for the said property, and in addition to the sum or sums bid by the purchaser thereof, all taxes to become due and payable to the State of Kentucky and the County of Letcher of said State in the year 1930, under and by virtue of an assessment made of same as of date July 1, 1929, including any and all taxes which, by the terms and provisions of the lease hereinabove mentioned, the lessee therein named has obligated itself to assume and

pay, as therein stipulated and provided for in such lease; and further, that said properties will be sold with the further obligations of the purchaser that he shall take such properties subject to all such taxes and assessments and liens thereon to secure the payment thereof; and that said properties will also be sold with the further obligation on the part of purchaser to keep the buildings and improvements, machinery and equipment, upon said leased property continually insured against loss by fire, in some good and solvent fire insurance company or companies acceptable to said receiver, in such an amount or amounts on each kind of building, and on each kind of property as said receiver may direct, aggregating in total amount not less than \$20,000.00, if such an amount can be obtained, if not, for what amount can be obtained, while any part of such purchase price and interest for said property remains unpaid, for the benefit and protection of the receiver and of the creditors and stockholders of the Rockhouse Coal Company, as their respective interest may appear; said property will be sold upon the further terms and conditions, that in event such purchaser of said properties fails to pay or neglects to pay any one or more of said bonds at maturity, or to pay at maturity any installment of interest on any such bond or bonds, or to pay all or part of said taxes when due, or to keep said property so insured, or to comply with and perform any of the terms and conditions of said lease to be performed by the lessee therein named, or to comply with and perform any of the terms and conditions of said sale, then in any such events, each of said purchase money bonds shall become immediately due, payable and collectible, as if each bond had matured according to its or their terms; and said lien retained on the properties sold to secure the payment thereof may be foreclosed and said properties sold to satisfy said bonds and interest and other monies due from such purchaser, by said receiver or by any interested party, for the benefit of the estate of the defendant, Rockhouse Coal Company, and its creditors and stockholders, upon application to said court.

3. That said properties and assets will also be sold by said receiver not only subject to the terms and conditions of said lease of said coal lands hereinabove referred to as made by said Kentucky River Coal Corporation to said Rockhouse Coal Company of date July 1, 1919, and recorded in the Letcher County Clerk's office of Letcher County, Ky., in Lease Book 1, page 453, to which reference is hereby made, but also with the further obligation of the purchaser to assume and pay from and after date of sale, when and as the same become due and payable, the rents, royalties and taxes stipulated in said lease contract to be paid by the lessee therein named, its successors and assigns, to the lessor therein named, its successors and assigns, at the times and in the amounts provided for in said lease contract.

4. That all of said properties and assets will also be sold by said receiver, (except as hereinafter provided in this clause 4 of this notice of sale) free and clear of all liens of the plaintiff and of all rights, interests, liens and claims and rights of equity or right of redemption of the Rockhouse Coal Company and of its stockholders and creditors, and of any and all parties to the above mentioned action; and of each and all such persons, firms and corporations as may become or be made parties to said action; and of each and all persons firms or corporations claiming, by through or under any such parties, creditors, stockholders, persons, firms and corporations having, claiming or asserting a right, title, interest or lien in, to or on said properties or any part thereof; but that any and all rights, titles, interests and liens, if any, of any such parties, persons, firms or corporations, in to or upon said property, are to attach to the priorities of which are reserved for future adjudication of said court; and follow the proceeds of sale of said properties; but all of said properties and assets will be sold by said receiver together as an entirety, subject to the terms and provisions of, and to all the rights, remedies and provisions contracted for and reserved to and for the benefit and protection for said lessor, Kentucky River Coal Corporation, named in said lease above referred to, and its successors and assigns, to secure the payment of the rents and royalties to become due under such lease from and after date of sale and therein stipulated to be paid by the lessee, to said lessor, and to secure the faithful performance and compliance from and after date of sale of said properties, and of all the terms, conditions, covenants and agreements contained in said lease to be kept, performed and observed by said lessee therein named and its successors and assigns.

5. That upon the acceptance by the said receiver of any bid for such properties, the purchaser thereof will be required to immediately deposit with said receiver the sum of \$2,500.00 in cash, or by certified check or checks upon any National or other bank of the City of Whitesburg, or City of Lexington, of the State of Kentucky, payable to the order of said receiver; and said purchaser will

also be required at the same time to pay to said receiver the further sum of not less than one-third (1-3) of the purchase price of said properties in cash or by certified check or checks upon any such bank or banks for the amount of one-third (1-3) of such purchase price; and that no acceptance of any such check or checks by said receiver is to be or will operate as payment to said receiver for any purpose whatever, unless and until same are paid, or to release or discharge such purchaser from the payment of the amount or amounts thereof for the purpose for which given or from his obligation to comply with all the terms and conditions of sale notwithstanding such check or checks are certified.

In case any bidder shall fail to make said deposit of the sum of \$2,500.00 with said receiver upon the acceptance of his bid, and shall also fail at the same time to pay to said receiver, upon the acceptance of his said bid one-third (1-3) of the purchase price of the said property in cash, or by certified check or checks as above required, said receiver will forthwith then and there offer such properties again for sale without further notice or advertisement, and free from any claim, right or interest of any such purchaser or bidder.

6. That said deposit of said sum of \$2,500.00 so required under said order of sale to be deposited with said receiver by the purchaser of said properties and assets and paid by such purchaser to said receiver, will be held by him subject to the orders of the above mentioned court; and upon confirmation of such sale, such deposit shall be applied on account of the purchase price of said properties for which said bid was made, as a credit on the last sale bond upon the maturity thereof, or other sooner payment thereof, together with interest on said sum of \$2,500.00 at six per cent. (6%) per annum from date of sale to the payment of said sale bond, provided (1) such purchaser complies with all of the terms and conditions of said sale; and (2) with all of the orders of said court relating to the payment of the purchase price thereof or to the consummation of the sale of said property.

7. In case any bidder, after the acceptance of his bid by said receiver, fails to make good his bid, or after its acceptance by said receiver, to comply with any and all the orders of the said court relating to the payment of the purchase price of said properties, or to the consummation of said purchase, or fails to comply with any of the terms and conditions of said sale, then said sum of \$2,500.00 deposited by such accepted bidder as above provided for, whether in cash or by certified check or checks, shall be forfeited to said receiver as a penalty for such default or defaults, failure or failures, and will be applied to the payment of the expenses of a re-sale of said properties and toward making good any deficiency or loss, in case such properties be sold at a less price at a resale, and for such other purposes as said court may direct; if said court does not confirm such sale of said properties, such deposit made by such accepted bidder, together with any part of said purchase price paid by him, will be forthwith returned to such purchaser by the receiver.

8. Said court has reserved the right to re-sell said properties sold under this notice of sale by the receiver, upon such notice as the court may direct, at the risk and cost of any such purchaser of same, in case such purchaser shall fail or refuse to make in accordance with the terms and conditions of this sale, any payment or interest on account of the purchase price thereof, or fails or refuses to comply with any of the terms and conditions of said sale, or with any and all orders of said court relating to the payment of said purchase price or to the consummation of such sale, or compliance with any such terms and conditions or with any such order or orders, unless further time is given by said court.

9. The purchaser of said properties sold will take the same subject to all the taxes and assessments hereinafter provided, that are liens upon said property, and which he is required under the decree of sale to assume and pay; and all the obligations imposed upon him by said decree of sale as a part of the consideration for said property, and in addition to the sum or sums bid by him therefor.

10. That possession of said property as hereinabove described and directed to be sold, will be surrendered and delivered by said receiver to the purchaser thereof upon compliance by such purchaser with the terms and conditions of said decree of sale and upon confirmation of such sale by the above mentioned court, and as said court may direct.

11. For further particulars, reference is hereby made to said judgment and order of sale entered in the above styled cause on September 23, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky, at Lexington, Kentucky, in said above styled action, setting forth the properties directed to be sold, and the terms and conditions of the sale thereof.

Wm. F. MANDT.

Receiver of the Rockhouse Coal Co. Dated September 30, 1929.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE EASTERN DISTRICT OF KENTUCKY

(At Lexington, Ky.)  
Kentucky River Coal Corporation, Plaintiff  
vs. of the Assets and Properties of Marian Mining Co. by W. F. Mandt, Receiver.

No. 570 In Equity

1. Pursuant to a judgment and order of sale made and entered by the United States District Court for the Eastern District of Kentucky, on the 23rd day of September, 1929, in the above styled action pending in said court at Lexington, Ky., (which judgment and order of sale is hereby referred to and made a part hereof as fully as if copied herein) the undersigned W. F. Mandt, as receiver of the defendant, Marian Mining Company, will sell at public auction to the highest and best bidder or bidders, on the 25th day of October, 1929, at or about the hour of 11:40 o'clock a. m. (Central Time) of said date in the city of Whitesburg, Ky., at the front door of the courthouse of Letcher County in said city and State the following properties and assets of the Marian Mining Company in said judgment and order of sale described and herein directed to be sold, free (1) from all liens of the plaintiff in the above action; and (2) free from all liens, rights, title and interest and right and equity of redemption of all persons therein and thereto, and upon the terms and conditions and in the following manner hereinafter set out, to-wit:

(a) All of that sub-lease and sub-leasehold estate of said defendant, Marian Mining Company, in and to those certain tract or tracts of coal mining lands containing approximately 1080 acres more or less, situated, lying, and being in the county of Letcher in the State of Kentucky on Rockhouse and Elk Creeks of North Fork of Kentucky River, bounded as follows:

Beginning at a chestnut oak stump marked and a chestnut oak stump standing on top of the ridge between Elk Creek and Defeated Branch of Carrs Fork, same being a corner to the W. J. Dixon 616.98 acre tract (where said Dixon tract leaves top of said ridge and extends over on said Defeated Branch) thence leaving top of said ridge and with a line fixed by Mr. W. S. Dudley as the divisional line between the lease of the Marian Coal Company and Caudills Branch Coal Company, S 59 05 E 6047.30 feet to a mulberry tree standing in the north bank of and at the forks of the Right Fork of the Whitaker Fork of Caudills Branch of said Rockhouse Creek, thence down with the meanders of said branch to the main Whitaker Fork; thence down said Whitaker Fork to Caudills Branch and railroad right-of-way; thence down with Caudills Branch and right-of-way to Rockhouse Creek; thence down Rockhouse Creek as it meanders to the mouth of Hampton Branch; thence up with the meanders of said Hampton Branch to the first forks of same, thence up the Right Hand Fork of said branch as it meanders N 5 00 E 353.7 feet; N 14 00 W 153 feet to mouth of Dry House Fork; thence up with same N 31 30 W 225.9 feet; N 2 00 E 221.8 feet; N 3 45 W 269.4 feet; N 4 15 W 269.4 feet; N 2 55 W 268.6 feet; N 1 25 E 217.7 feet; N 18 00 E 148.7 feet; N 15 00 W 257.6 feet to point between the upper forks of branch; N 3 15 W 135.2 feet to a point on a rock between the forks of said branch, small ash bears south 5 feet; N 27 01 W 137.6 feet to a stake; N 31 00 W 3446.7 feet to a stake in south bank of chestnut flat branch. Buckeye stump, buckeye tree and maple tree pointers; thence down with meanders of Elk Creek to the southwest corner of the W. J. Dixon 616.98 acre tract; thence leaving Elk Creek with the lines of said tract to the beginning, containing 1085 acres and being the same property which by an agreement of lease of date January 1, 1919, was leased by the plaintiff, Kentucky River Coal Company, to the defendant, Marian Coal Company, which is recorded in Letcher County Clerk's office in Lease Book 2, page 452, and being also the same property which was sub-leased by the defendant, Marian Coal Company, to the defendant, Caryl Robinson, by an instrument of writing under date of March 31, 1928, and which said sub-lease of said property was sold, assigned and transferred by said defendant, Caryl Robinson to said defendant, Marian Mining Company, and which is now the owner of said sub-lease and in the possession of said Mandt as said receiver of the defendant, Marian Mining Company; reference being made to the two said leases for a more particular description of said property so sub-leased, and the rights of the sub-lessee Marian Mining Company, therein and thereto; and

(b) All of the sub-lease and sub-leasehold estate of the defendant, Marian Mining Company, of, in and to all of the machinery, equipment, buildings, miners' houses, plants, structures, tipples, hoists, mine cars, sidings, spur tracks, switchings, rails, railroad tracks, office furniture, fixtures and appliances, and all other machinery, equipment, plants, appliances, motors, generators, and electrical equipment of all kinds, located in and upon the above described

lands at the time same were leased by the defendant, Marian Coal Company to said Caryl Robinson, by the lease above stated, and constituting the mining plant of Marian Coal Company then located thereon; said coal lands being the same property which was leased by the plaintiff, Kentucky River Coal Corporation, to the defendant, Marian Coal Company, by an instrument of writing of date January 1, 1919, recorded in Letcher County Clerk's office in Lease Book 2, page 452; and which said personal property and mining plant and coal lands were sub-leased by said defendant, Marian Coal Company, to the defendant, Caryl Robinson, by an instrument of writing dated March 31, 1928; and which sub-lease of said property so made to said Caryl Robinson was assigned and transferred by him to the defendant, Marian Mining Company which is the owner only of a sub-lease thereof, together with only the rights of the said Caryl Robinson under said sub-lease of property to him above referred to; reference being hereby made to said leases for a more particular description of the property so sub-leased, and for the rights of the sub-lessee, Marian Mining Company, therein and thereto; and

(c) Also the following personal property and assets, fixtures, appliances and equipment owned by the Marian Mining Company, that may be on hand at date of sale and composing a part of said mining plant located upon the above described property and used by said defendant in conducting its coal mining operations thereon prior to the creation of said receivership herein, a description of which is shown by the appraisal thereof filed in the above action and to which reference is hereby made, to-wit:

(a-1) All mining supplies and merchandise located in commissary store, supply house, or any other buildings situated on the above described sub-leasehold estate, on hand at date of sale; and

(a-2) All office equipment, supplies, furniture, fixtures and appliances; and also all other tangible personal property and assets belonging to and owned by the said Marian Mining Company and located in any building or buildings on the above described coal lands sub-leased by said Marian Coal Company to said Caryl Robinson, including typewriter, adding machine, scale, show-cases, Frigidaire, ice cream cabinet—20 gal., two Frigidaire units, shelving, ice box and all other equipment of Marian Mining Company located on said leased coal lands and forming a part of said mining plant thereon; and

(a-3) Also one brown mule; one set of double harness for wagon team; one motor on Frigidaire unit; one barber chair and one child's seat for barber chair; one electric hair clipper; also three pool tables and 33 cue sticks; 33 billiard balls; two 6 ft. steel benches; one iron stove.

2. That all of said properties and assets of the defendant, Marian Mining Company, described in sub-sections a, b, and c of clause 1 of this advertisement and constituting said mining plant and used by said Marian Mining Company in carrying on and conducting its mining operations and developments upon said sub-leased coal lands, will be sold by said receiver, together, as an entirety and as one unit or coal mining plant, with the sole and exclusive right of said Marian Mining Company to mine and remove all of the mineable and merchantable coal in, upon and underlying said above described lands but subject, however, to the terms, provisions and conditions of that certain lease made on January 1, 1919, between Kentucky River Coal Corporation and the Marian Coal Company, recorded in Letcher County Clerk's office in Lease Book 2, page 452; and also subject to the terms, conditions and provisions of that certain sub-lease of said properties made under date of March 31, 1928, between the Marian Coal Company and Caryl Robinson, which was transferred and assigned by the said Caryl Robinson to said Marian Mining Company; and also together with all the rights, privileges and powers therein granted to each lessee in each of said respective instruments of writing above referred to; reference being hereby made to each of said instruments of writing for a more particular description of said coal lands and the location boundaries thereof, and also for the terms and conditions of said instruments, and all of the rights, privileges and powers therein granted to said respective lessees therein named and their respective successors and assigns, and to all of the liens, rights, privileges and respective lessors therein named, and the rents and royalties therein stipulated to be paid by the said respective lessees to said respective lessors therein named.

3. All of the above described properties and assets will also be sold by the receiver for one-third (1-3) of the purchase price in cash; and the balance of such purchase price on credits of 6 and 12 months for equal installments of such purchase price, with interest thereon at the rate of six per cent. (6%) per annum, payable semi-annually, from date of sale until paid; but with the privilege to the purchaser of said properties of paying all such balance of purchase price, or as much more than one-

third thereof, in cash, as such purchaser may elect; and in the event such purchaser does not elect to pay the entire purchase price in cash, but to pay only one-third or more thereof in cash, then the receiver is directed to take from such purchaser, and he will be required to execute to said receiver, bonds with good and sufficient surety thereon, to be approved by said court, not only for said equal installments of such balance of the sale price not paid in cash, payable to the order of said receiver in six and twelve months respectively, from date of sale, and bearing interest at the rate of six per cent. (6%) per annum, payable semi-annually from date of sale until paid; but also for the faithful compliance with and performance of such purchaser of all the terms and conditions of said sale and of all the covenants, agreements and conditions of each of said leases hereinabove mentioned, to be performed and complied with by the lessees respective therein and their respective successors and assigns as therein provided for, while any part of said purchase money and interest remains unpaid; and the said bonds are to have the force and effect of a judgment and are to remain and be a lien upon said properties, as additional security for the payment thereof until the terms and conditions of sale are complied with; and further, that said properties will also be sold by said receiver with the obligation of the purchaser to assume and pay as a part of the consideration for the said property and in addition to the sum or sums bid by the purchaser thereof, all taxes to become due and payable to the State of Kentucky and the County of Letcher of said state, in the year 1930, under and by virtue of an assessment made of same as of July 1, 1929, including any and all taxes which, by the terms and provisions of the leases hereinabove set out, the respective lessees therein named have obligated themselves to assume and pay, as therein stipulated and provided for in such lease; 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## IN THE SOCIAL WHIRL

By the Associate Editor

Maxie Ison, Estevah Webb, John Adkins, Rankin Cornette and Mr. and Mrs. Kenton Fairchild spent the week-end at "Sleepy Hollow" camp on Cumberland.

Mrs. Levy Cruise, of Williams, W. Va., and Jesse P. Webb, of Huntington, are here this week on account of the illness of their father, N. R. Webb.

Mrs. Arthur Banks and Lawrence Lewis were shopping in Lexington last week-end.

Mrs. C. H. Burton visited in Hazard and Lexington last week.

Emery L. Frazier and Vincent Sergeant are attending the American Legion convention in Louisville this week.

Renton Fairchild made a business trip to Lexington.

Mrs. A. F. Saunders, of Fleming, is visiting relatives in West Virginia this week.

Mrs. E. L. Frazier was the week-end guest of Mrs. Tom Haymond at Fleming.

Mrs. Miles Moore and son Jean and Edwin Lee, visited in McRoberts this week.

## WHITESBURG HIGH SCHOOL

At the end of the first month of school, two hundred and fifty two pupils are in school.

Boys	Girls	Total
Seniors	18	34
Juniors	18	37
Sophomores	35	91
Freshmen	44	90

These figures are indeed interesting as the increase is noted. Each class is the largest that has ever been enrolled at any past period. It is the hope of the senior class that thirty-four shall graduate. The other classes are equally as interested in keeping their number in school.

The sophomore class, with ninety-one enrolled, is setting its motto to graduate seventy-five in 1932. The freshmen class, with ninety, is getting into work with interest and enthusiasm. This work is quite different from that which the boys and girls have been accustomed to, so it requires a while to become adjusted to the change.

The Girl Reserve club, with Miss Warren as advisor, is planning some fine constructive work.

The boys' Hi-Y Club, with Mr. Savage as adviser, is starting what promises to be a successful year. In addition to the regular class work and the above mentioned clubs, the high school has organized two literary societies. Ferdinand Moore has been elected president of one, while Vivian Ford has been elected president of the other. The school and community as a whole are looking forward to some fine progress. Mr. Savage and Miss Lewis are sponsors for the senior class; Miss Hays and Miss Warren for the juniors; Miss Coates and Mr. Hale for the sophomores; and Miss Cook and Mr. Combs for the Freshmen.

Mr. Combs, coach of the football team, says that his boys are light in weight but long hitters. The game with Lee's College furnished a fine example of what a small, well coached team can do. On Friday afternoon of this week at 3 o'clock on Lewis field, the Whitesburg football team will meet the team from Fleming. Everyone should see the game.

## BRIDGE PARTY

Mr. and Mrs. Ray Logan entertained at their home Thursday afternoon with a delightful bridge party. Mr. and Mrs. E. L. Frazier won high score and Mrs. Monroe Fields low score. Miss Lillian Bryant drew consolation prize. Those enjoying the affair were, Mr. and Mrs. R. M. Fields, Mr. and Mrs. Stephen Combs, Jr., Prof. and Mrs. A. Dean Squires, Mr. and Mrs. A. Y. Fulkerson, Mr. and Mrs. J. L. Hays, Mr. and Mrs. E. L. Frazier, Mr. and Mrs. French Hawk, Mrs. C. L. Kilgore, Mrs. Miles Moore, Mrs. Sam Collins, Miss Lillian Bryant and Ward Renaker.

## WOMAN'S CLUB

### ENTERTAINED

Mrs. Stephen Combs, Jr., entertained the program meeting of the Woman's Club Saturday afternoon at her home on Harvey Heights. Mrs. R. M. Fields carried out the program beautifully, the subject being, "The Home Flower Garden." Those participating in the musical program were, Mrs. J. L. Hays, Mrs. French Hawk, Mrs. M. E. Moore, Mrs. R. Dean Squires, Mrs. H. H. Harris and Mrs. E. L. Frazier. Those attending were, Mesdames R. M. Fields, K. O. Potts, Bert Crites, A. Y. Fulkerson, C. L. Kilgore, M. E. Moore, French Hawk, Roy McClure, U. H. Sledd, J. A. Webb, H. H. Harris, Leonard Lewis, Ray Loan, Sam Collins, R. Dean Squires, Edison Lewis, E. L. Frazier and J. L. Hays.

## TILLIE

Raymond Collins, of Jackson, spent a few days of last week with his parents, Mr. and Mrs. G. Collins.

Miss Joy Wray Frazier visited her cousin, Mary Lillian Robinson, Saturday night.

Mrs. Lola Frazier is visiting her aunt in western Kansas for a few months.

Annie Lois Richardson has been very ill, but is improving.

Mrs. Bud Noble, of Vest, is visiting her sister, Mrs. G. Collins, for a few days.

Ollie Whitaker will leave on October 17th for Cincinnati, O., where she will work for a while.

Mrs. Rebecca Holcomb is visiting her parents, Mr. and Mrs. Jimmie Shepherd.

Russell Collins and Dennis Hall left for Middletown, O., where they will visit Mr. and Mrs. Otis Hembree.

## Kingdom Come Settlement School

Clarence Huff is detained from school this week because of illness.

Frank Gilliam, of Gordon, visited high school last Friday.

Theresa Huff spent the week-end in Cumberland with her parents.

Callie Ratliff and Maxine Shepard have left school and gone to Cumberland to stay.

Minnie Holcomb attended the Pine Mountain fair Saturday, and reports an enjoyable trip.

Mrs. T. E. Goodson has returned to her home in Georgia after spending a few weeks here with her daughter, Mrs. J. A. Cochran.

The high school literary society met Friday with a program consisting chiefly of stories and readings.

We are making plans to go to Raven Rock soon on a hike.

Geraldine Holcomb and Hettie Cornett held Sunday School at Kings Creek Sunday afternoon.

Myrtle Shepard has returned after a few weeks in the Lynch hospital with a broken arm.

Rev. John A. Cochran held services at Hurricane Gap Sunday afternoon.

Ora Cornett, daughter of Mr. and Mrs. Samuel Cornett, is ill at her home this week.

## Flowers That Never Fade

GOLDEN GEMS PICKED BY THE WAYSIDE

Music and Poetry are the World's Best Gifts—Estevah.

## SMILES

By Flora Raleigh

If you rise in the morning with a smile on your face  
And greet your friends that way,  
Their frowns will vanish in the twinkling of an eye.

And all will be happy for the day.  
By wearing a smile you will soothe a broken heart.

For, in building air-castles and dreaming day-dreams  
You are always helping someone.

No matter how empty is your purse or your bank  
If that smile is yet on your face,  
You are richer, by far than the miser with his gold.

Hide away in some secluded place.  
Your wealth is measured by your friends that are true.

Through pleasure, pain or sorrow,  
If you give your best, the best will come back to you.

And you will meet with a glad tomorrow.

If alone through this world on your journey you go  
With never a kindness to extend,  
When your race is run you will reap what you've sown.

In the field of your would-be friend  
When your journey is ended o'er  
Life's winding trail

And the smiles are scattered where you've gone,  
Each and every generation that follows where you've led  
Will be glad to reap what you've sown.

## MALE HELP WANTED

Reliable man wanted to run McNeess business in Letcher county. \$8 to \$12 daily profits. No capital or experience required. Wonderful opportunity. Write today. McNEESS CO., Dept. G., Freeport, Illinois.

## FLEMING

The Fleming consolidated schools closed the first month of school with an enrollment of near 900 students. Over one hundred of these are in the high school. This large student body is taught by a faculty of nineteen teachers, four of whom are in the high school.

The teachers in the system for the first time this year are Miss Dorothy Draughan, 4th and fifth grades; Miss Polly Kincaid, 2nd and 3rd grades; Mrs. L. O. Griffiths, music; Ballard Robbins, mathematics in high school and coach.

One new department added to the system this year, that of public school music, under the supervision of Mrs. Griffiths. Through this department each of the 900 students receive systematic instruction in music twice each week.

One other new feature that deserves mention is the fact the high school is going in for football for the first time in its history. The growth of the high school may be indicated by the fact that the enrollment is ten per cent. above what it was at this time last year and the senior class has increased 100 per cent. in number.

Editor's Note—I would suggest that you as well as all other heads of schools in the county select several students to write and bring in the school news so that it can be assembled and sent in to us. Every school should include in its correspondence all the news of the local neighborhood from which written, and send it to us at the same time. The schools ought to be the best avenues of news service. The Eagle will certainly appreciate all favors that may come our way. Editor.

## FOR MEMBER COUNTY BOARD OF EDUCATION

To the Voters of Educational Division comprising Colson, Democrat, Little Colly, Millstone and Smoot Creek: For four years I have served you faithfully and earnestly as a member of your county Board of Education. As members of that board, we are proud of the work done and the good we think that has been accomplished. In order to further carry forward our work, I am a candidate to succeed myself in your district. I shall appreciate your support at the coming November election. Elect me and I will carry forward the work of making Letcher county schools the best in the state.

I certainly do appreciate the favors shown me in the past and will continue to show my appreciation by giving you the best of service.

Again thanking you, I am,  
Your friend,  
H. Y. BROWN.

Crown, Ky.

## BEAVER DAM

Our school is progressing nicely, and all the students are active in their studies. Miss Verna Polly is our teacher. The students believe she is the best teacher in the county.

Ira Baker is painting our school house this week.

Archie Baker and Floyd Boatright have been out of school saving fodder and doing other farm work, but are going back soon.

Uncle Saul Banks went to Haymond early in the week to visit his son.

Jay Byrd is locating in Haymond in a few days.

Rufus Boatright dug fifty bushels of potatoes last week.

Many of our neighbors are busy making old time sorghum molasses.

R. E. Boatright contemplates moving to Camp Branch in the near future. He has resided on Beaver Dam for fifteen years and all his old neighbors and friends will regret to give him up.

G. W. Ferguson and Lory Baker are again in the timber business.

## BOOT-MAKER.

## COLSON

Mrs. Andy Bowens, who has been ill for about six months, is improving nicely. She is the daughter of John D. Collins, of Colson. Dr. Collins was over to see her Sunday. He thinks she will soon be able to be out again.

The little son of Blaine Collins died Saturday. He was about five years old. The body was taken to the Colson graveyard Sunday for burial.

Versie Everidge, who has been quite ill, is improving.

Willie Taylor and Willie Profit visited Mrs. Andy Bowen on Saturday at the home of her father, Dr. Collins.

The little son of Mr. and Mrs. Andy Bowens is getting along just fine, after a long spell of sickness.

The Colson school is getting along just fine.

## RECEIVER'S SALE

(Continued from page 4)

tion of the Marian Mining Company and its stockholders and creditors, and of any and all parties to said action, and of each and all such persons, firms and corporations as may become or be made parties to said action and also of each and all persons, firms and corporations claiming by, through or under any such parties, creditors, stockholders, firms, corporations and persons, having, claiming or asserting any right, title, interest or lien in, to or on said properties or any part thereof; but that any and all such rights, interest and liens, if any, of any such parties, persons or corporations, in, to or upon said properties, are to attach to and follow the proceeds of sale of said properties; and priorities of which are reserved for future adjudication of said court; but said respective properties will also be sold by said receiver, together, as an entirety, subject to all of the liens, rights, remedies and provisions contracted for and reserved to and for the benefit and protection of the lessor or lessors named in each of said respective leases and writings hereinabove named, and its, his or their (as the case may be) successors and assigns, to secure the payment of the rents and royalties to become due under said respective instruments, from and after the date of sale and there-in stipulated to be paid by the respective lessees therein named, and to secure the faithful performance of and compliance with, from and after the date of sale of said properties, all of the terms, conditions, covenants and agreements contained in such instruments to be kept, performed and observed by each of said respective lessees and sub-lessees in each of said instruments, and his, its or their (as the case may be) successors and assigns.

6. That upon the acceptance by the said receiver of any bid for such properties, the purchaser thereof will be immediately required to deposit with said receiver the sum of \$1500.00, in cash or by certified check or checks upon any national or other bank of the city of Whitesburg, or the city of Lexington, of the State of Kentucky, payable to the order of said receiver; and said purchaser will also be required at the same time to pay to said receiver the further sum of one-third (1-3) of the purchase price of said properties in cash or September 30, 1929.

12. For further particulars reference is hereby made to said judgment and order of sale entered in the above styled cause on September 23, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky, at Lexington, Kentucky, in the above styled action, for a description of the properties to be sold and of the terms and conditions upon which same are directed by said decree of sale to be sold, and pursuant to and in compliance with which decree of sale said properties will be sold by the undersigned receiver.

W. F. MANDT,  
Receiver for the Marian Mining Company.

by certified check or checks upon any such bank or banks for the amount of one-third (1-3) of such purchase price; and that no acceptance of any such check or checks by said receiver is to be or to operate as payment to said receiver for any purpose whatever, unless and until same are paid, or to release or discharge such purchaser from the payment of the amount or amounts thereof for the purpose for which given, or from his obligation to comply with all the terms and conditions of the sale, notwithstanding such check or checks are certified.

In case any bidder shall fail to make said deposit of the sum of \$1500.00 with said receiver upon the acceptance of his bid, and shall also fail at the same time to pay to the said receiver, upon the acceptance of his said bid one-third (1-3) of the purchase price of the said property in cash, or by certified check or checks as above required, said receiver will forthwith, then and there, offer said properties again for sale, without further notice or advertisement, and free from any claim, right and interest of any such purchaser or bidder.

7. That said deposit of said sum of \$1500.00 required under said order of sale to be deposited with said receiver, by any purchaser of said properties, and paid by said purchaser to said receiver, will be held by him subject to the orders of the above named court, and upon confirmation of said sale, such deposit shall be applied on account of the purchase price of said properties on which said bid was made, as a credit on and in part payment of the last sale bond at the maturity thereof, or at the time of payment thereof, with interest on said sum of \$1500.00 at the rate of six per cent. (6%) per annum from the date of such sale to the date of such credit on said sale bond—provided such purchaser complies (1) with all of the terms and conditions of said sale; and (2) also with all of the orders of said court relating to the payment of the purchase price of said properties and to the consummation of the sale of said properties.

8. In case any bidder, after the acceptance of his bid by said receiver, fails to make good his bid, or after its acceptance by said receiver to comply with any and all the orders of said court relating to the payment of the purchase price of said properties, or to the consummation of said purchase, or fails to comply with any of the terms and conditions of said sale, then the said sum of \$1500.00 deposited by such accepted bidder as above provided for, whether in cash or by certified check or checks to said receiver, shall be forfeited to said receiver as a penalty for such failure or default and will be applied to the payment of the expenses of a re-sale and toward making good any deficiency or loss, in case such property shall be sold at a less price at a resale, and for such other purposes as said court may direct; if said court does not confirm such sale of said properties, such deposit made by such accepted bidder, together with any part of said purchase price paid by him will be forthwith returned to such purchaser by the receiver.

9. Said court has reserved the right to re-sell said properties sold under this notice of sale by the receiver, upon such notice as the court may direct, at the risk and cost of any such purchaser of same, in case such purchaser shall fail or refuse to make in accordance with the terms and conditions of this sale any payment or interest on account of the purchase price thereof, or fails or refuses to comply with any of the terms and conditions of said sale, or with any and all orders of said court relating to the payment of said purchase price, or to the consummation of such sale, or to compliance with any such terms and conditions, or with any such order or orders, unless further time is given by said court.

10. The purchaser of said properties sold will take the same subject to all the taxes and assessments hereinabove provided, that are liens upon said property, and which he is required under the decree of sale to assume and pay and also to all the obligations imposed upon him by said decree of sale as a part of the consideration for said property, and in addition to the sum or sums bid by him herefor.

11. That possession of said properties hereinabove described and directed to be sold, will be surrendered and delivered by said receiver, to the purchaser thereof, upon compliance by such purchaser with the terms and conditions of said decree of sale and upon confirmation of said sale by the above mentioned court, and as said court may order or direct.

12. For further particulars reference is hereby made to said judgment and order of sale entered in the above styled cause on September 23, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky, at Lexington, Kentucky, in the above styled action, for a description of the properties to be sold and of the terms and conditions upon which same are directed by said decree of sale to be sold, and pursuant to and in compliance with which decree of sale said properties will be sold by the undersigned receiver.

W. F. MANDT,  
Receiver for the Marian Mining Company.

# 666

is a Prescription for

Colds, Gripes, Flu, Dengue, Bilious Fever and Malaria.

It is the most speedy remedy known.

## Notice!

The people of Whitesburg who will have their coal delivered now can have it for \$3.00 per ton. The very best and cleanest coal from the Speaks Bros. mines. Coal is cash on delivery. No accounts kept. I guarantee full weight and absolute satisfaction. Just a word and you get your coal.

Yours truly,  
BOB JONES.

## Women Suffering Bladder Irritation

If functional Bladder Irritation disturbs your sleep, or causes Burning or Itching Sensation, Backache, Leg Pains, or muscular aches, making you feel tired, depressed, and discouraged, why not try the Cystex 48 Hour Test? Don't give up. Get Cystex today at any drug store. Put it to the test. See for yourself how quickly it works. Money back if it doesn't bring quick improvement, and satisfy you completely. Try Cystex today. Only 60c.

### WHEN CHILDREN Need a Laxative

"We have used Theodor's Black-Draught in our family for nineteen years. I have found it of great help in raising my family."

"I have given it to all six of my children. Whenever they complain of upset stomach, or begin to look pale and sickly, I make a tea of Black-Draught and begin giving it to them. In a day or two they are all right."

"I give it to them for constipation, and my husband and I both take it. I always give it for colds in winter, for I believe a way to prevent them is to keep the system clean."

—Mrs. Doobie Terry, 1205 Fourth Avenue, Decatur, Ala.

## Black-Draught

for CONSTIPATION, INDIGESTION, BILIOUSNESS

WOMEN who need a laxative should take Black-Draught. It is a safe, reliable, and effective remedy.

## Growing bodies

### need this healthful syrup,

YOU don't have to coax children to eat this delicious syrup. Let them have bread with Staley's Golden Syrup spread thick on it and they'll be more than satisfied. Staley's Golden Syrup is such a pure, healthful food. Doctors even prescribe it in infant feeding.

The price will surprise you, for it costs so little. Buy a can of Staley's Golden Syrup from your grocer today. Then for variety try the Maple Flavored, as well as the other flavors.

Staley Sales Corporation  
Decatur, Illinois

## Staley's SYRUPS

Staley's Golden Syrup comes in the blue can

### WHITESBURG WHOLESALE CO.

Whitesburg, Kentucky  
Wholesale Distributors

### KENNETH DEAL

#### CIVIL AND MINING ENGINEER

Examination and Valuation of Coal Timber and Other Properties

Construction—Estimates—Supervision

#### PREPARATION OF COAL

#### SURVEYS—MAPS—BLUE PRINTS

Whitesburg, Kentucky  
Office in Mountain Eagle Building

## HEADACHE

You can't do an honest day's work, have a moment of comfort or pleasure or make a favorable impression on those with whom you come in contact when you have headache.

Why don't you take

### Dr. Miles' Anti-Pain Pills?

For Headache, Backache, Neuralgia, Toothache, Monthly Pains, and pains caused by Rheumatism and Neuritis.

We will be glad to send you samples for 2c in stamps.

Dr. Miles Medical Company, Elkhart, Ind.

25¢ at your Druggist

DR. MILES' Anti-Pain Pills

25¢ at your Druggist

### Smart new watches for "dress up" occasions

Fall brings invitations to many parties, and you'll meet your social obligations just a bit more confidently wearing one of these smart new Gruen diamond-set wristlets. Exquisite to look at, thoroughly dependable, and priced from only \$60—surely, there's no reason you should deny yourself the joy that owning a splendid Guild creation, such as the one pictured, always brings.

### Stiles Jewelry Store

Our Watch Repairing is Famous

Hazard, Ky



# Compare features

to learn how much more Oakland gives for its price



Oakland has made it easy for you to compare features. In fact, Oakland has made the comparisons itself, tabulating the results in chart form so that you can see at a glance what you get in the Oakland All-American Six as well as what you get in twenty other cars of medium price.

Before you buy any car within \$300 of Oakland's price, be sure to come in and see the complete results of these comparisons. And when you have seen them, we will clinch the proof of Oakland superiority with a demonstration—convincing you beyond any question that this is America's finest medium-priced automobile.

Prices, \$1145 to \$1375, f. o. b. Pontiac, Mich., plus delivery charges. Spring covers and Loveloy Shock Absorbers included in list prices. Bumpers and rear fender guards extra. General Motor Time Payment Plan available at minimum rate.

Consider the delivered price as well as the list (f. o. b.) price when comparing automobile values. . . . Oakland-Pontiac delivered prices include only authorized charges for freight and delivery and the charge for any additional accessories or financing desired.

**Proof that Oakland is America's finest medium-priced automobile**

The following facts were obtained from a comparison of the Oakland All-American Six with 20 other medium-priced automobiles. All told, 878 individual comparisons were made. Of these Oakland proved to be distinctly superior in 451 or 51.37 per cent. The 20 cars combined were at best equal to Oakland on 382 or 43.50 per cent. And 13 of the 20 were higher-priced than Oakland!

## WHEELBASE

Only one car as low-priced as Oakland has a wheelbase as long as Oakland's, which is 117 inches. That car requires a turning circle to the left of 42 feet as compared with Oakland's 36 feet. Six higher-priced cars have shorter wheelbases.

## BRAKES

Only Oakland and one other car in its field use the fine type of brakes which Oakland employs. And no car in the field equals Oakland's 290 square inches of brake band area. Oakland's separate emergency brake operates on the transmission. Seven cars in the field have no separate emergency brakes, although three of them exceed Oakland in price.

KYVA MOTOR CO  
Whitesburg—Millstone, Ky.

**OAKLAND '1145**  
ALL-AMERICAN SIX  
PRODUCT OF GENERAL MOTORS

## Ovenfork School

Our school is getting along nicely. Our attendance has been lower than common for the last two weeks on account of foddering. Our school has had a box supper and the proceeds are to be spent in purchasing a library.

Miss Myrtle Frazier spent the week-end with home folks. Mr. and Mrs. Therman Holcomb and children, of Pert Creek, visited Mr. and Mrs. J. I. Sturgill.

Mr. and Mrs. Bill Sexton are visiting friends and relatives on Camp Branch.

Everybody is singing around Dock Bogg's home. It's a fine girl.

Miles E. Moore left for a business trip to Huntington, W. Va. this week.

Uncle Bob Blair is moping around rather a sick man for some days.

The weather man, heartless old gentleman, has been making some broad threats of inflicting us with cold blizzards in the last few days, if we don't watch out.

The big Combs garage on Madison street has now reached the stage of being completed in a short time.

A nice brick rear addition to the Henry Combs building on Main street is in process of construction, and will soon be completed.

R. B. Caudill, of Blackey, and his brother, Charlie, now residing at Chicasha, Okla., were pleasant callers on the Eagle today. Charlie is here for a short visit only and will return to his new home in a few days.

## Commissioner's Sale

### LETCHER CIRCUIT COURT

College View Land Co. Plaintiff  
vs. Notice of Master Commissioner's Sale.

Hargis Caudill and Herman Caudill, Defendants

By virtue of a judgment and order of sale of the Letcher Circuit Court, entered in the above-styled cause at the August term, 1929, thereof, in favor of the plaintiff, for the sum of \$145.00 with interest from November 20, 1926, until paid, and all of Plaintiff's costs in and about said action expended, including the costs incident to the carrying out of said judgment. I shall proceed to offer for sale, at the courthouse door in Whitesburg, Kentucky, at public auction, on a credit of six months, to the highest and best bidder, on Monday, October 7, 1929, between the hours of ten o'clock A. M. and two o'clock P. M., (being County Court Day) the following described real estate:

Being four certain town lots known as lots Nos. 3, 4, 5, and 6 in Block E, Tract No. 2 of College View Addition to the town of Blackey, Kentucky, said lots being situated on College View Avenue. Lots 3 and 4 will be offered for sale as one parcel, and lots 5 and 6 will be offered as one parcel; and afterwards, all four lots will be offered for sale as a whole. And the person or persons offering the most shall be accepted as the best bidder.

For the purchase price, the purchaser must execute bond with approved sureties, and bearing legal interest from day of sale until paid, and having the force and effect of a judgment. And a lien will be retained upon the property sold as additional security for the payment of said sale bond.

Bidders will be prepared to comply promptly with these terms.

J. P. ADAMS,  
Master Commissioner  
Letcher Circuit Court

## SHERIFF'S SALE

By virtue of Execution No. 2593 directed to me, which issued from the Clerk's office of the Letcher Circuit Court, in favor of Alex Hall, against Coy Banks and Martin Craft, I, or one of my deputies, will on Monday the 7th day of Oct., 1929, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the courthouse in Whitesburg, County of Letcher, State of Kentucky, expose to public sale to the highest and best bidder the following property, or so much thereof as may be necessary to satisfy the amount of the Plaintiff's debt, interest and costs, to-wit:

A certain tract of land situated in Letcher county, Kentucky, on the road of Elk Creek, and bounded as follows: Beginning on a marked bench at a corner of the Joe Brown tract; thence with same to Kentucky River Coal Corp. line; thence with same to Marion Back's line; thence with same to C. C. Hyton's line; thence with same to David Back's line; and thence same to the beginning, containing 150 acres more or less, and being the same land conveyed by J. D. Blair and wife to W. R. Bates.

Amount to be raised, \$621.21 and cost of advertising, etc.

Levied upon as the property of Coy Banks and W. R. Bates.

TERMS: Sale will be made for cash in hand.

This Aug. 5, 1929.

M. T. REYNOLDS, S.L.C.

By G. A. Sizemore, D.S.

## Commissioner's Sale

### LETCHER CIRCUIT COURT

Whitesburg Wholesale Co., Plaintiff  
vs. Notice of Master Commissioner's Sale.

Elijah Ison, Lucinda Ison and W. R. Polly, Defendants.

By virtue of a judgment and order of sale of the Letcher Circuit Court entered at its August term, 1929, in the above styled cause, as follows: In favor of the plaintiff, for the sum of \$700.00 with six per cent. interest thereon from Nov. 26, 1928 until paid, and all its costs herein expended, adjudged a first and superior lien against the hereinafter described property; and

In favor of the defendant, W. R. Polly, and against his co-defendant, Elijah Ison, for the sum of \$3,000.00 with six per cent. interest thereon from February 11, 1928, until paid, and all his costs therein expended, adjudged a second lien on said hereinafter described property, including the costs incident to the carrying out of said judgment.

I shall proceed to offer for sale at the courthouse door in Whitesburg, Kentucky, at public auction, on a credit of six months, to the highest and best bidder, on Monday, Oct. 7, 1929, between the hours of ten o'clock A. M. and two o'clock P. M., (being County Court Day), the following described property:

A certain tract or parcel of land situated on Rockhouse Creek, a tributary of the North Fork of the Kentucky river, and more particularly described as follows: BEGINNING on an elm stump a straight line across bottom to wire fence; thence with Elihu Adam's line to top of hill; thence down the

point to a bench near the graveyard; thence a straight line to mouth of Sexton's branch; thence with county road to the beginning. Being a part of the same property conveyed by John Breeding to Elijah Ison and Lucinda Ison by deed dated, August 27, 1903, and recorded in Deed Book No. 28, at page 142, records of the Letcher County Court Clerk's office.

Said property cannot be divided without materially impairing its value, and will be sold as a whole.

For the purchase price, the purchaser must execute bond with approved sureties, and bearing legal interest from day of sale until paid, and having the force and effect of a judgment. And a lien will be retained upon the property sold as additional security for the payment of said sale bond.

Bidders will be prepared to comply promptly with these terms.

This September 17, 1929.

J. P. ADAMS,  
Master Commissioner,  
Letcher Circuit Court.

## SHERIFF'S SALE

By virtue of Executions No. 2612 and 1630 directed to me, which issued from the Clerk's office of the Letcher Circuit Court, in favor of Whitesburg Wholesale Co., etc., I, or one of my deputies, will on Monday the 7th day of Oct., 1929, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the courthouse door in Whitesburg, County of Letcher, State of Kentucky, expose to public sale to the highest and best bidder the following property, or so much thereof as may be necessary to satisfy the amount of the Plaintiff's debt, interest and costs, to-wit:

A certain tract of land situated in Letcher county, Kentucky, on Buck Creek of Rockhouse fork of the North Fork of the Kentucky river, containing 100 acres more or less, recorded in Deed Book 57, page 266, records of the Letcher county Court Clerk's office.

Amount to be raised, \$398.49 and cost of advertising, etc.

Levied upon as the property of Ira Collins.

TERMS: Sale will be made on a credit of six months, bond with approved security required, bearing interest at the rate of 6 per cent. per annum from date of sale, and having the force and effect of a sale bond.

This Aug. 5, 1929.

M. T. REYNOLDS, S.L.C.

By G. A. Sizemore, D.S.

## SHERIFF'S SALE

By virtue of Executions No. 2600 and 2634 directed to me, which issued from the Clerk's office of the Letcher Circuit Court, in favor of W. I. Sistrunk & Co., against Bradley Ison, Lucinda Ison, Elijah Ison, etc., I, or one of my deputies, will on Monday the 7th day of Oct., 1929, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the courthouse door in Whitesburg, County of Letcher, State of Kentucky, expose to public sale to the highest and best bidder the following property, or so much thereof as may be necessary to satisfy the amount of the Plaintiff's debt, interest and costs, to-wit:

A certain tract of land situated on Sexton's Branch of Rockhouse fork of the North Fork of the Kentucky river in Letcher county, Kentucky, and bounded by the lands of Jim Collins, W. R. Polly, J. L. Blair and others, containing 50 acres more or less.

Amount to be raised, \$473.75 and cost of advertising, etc.

Levied upon as the property of Elijah Ison and Lucinda Ison.

TERMS: Sale will be made for cash in hand.

This Aug. 5, 1929.

M. T. REYNOLDS, S.L.C.

By G. A. Sizemore, D.S.

## Commissioner's Sale

### LETCHER CIRCUIT COURT

City of Whitesburg, Plaintiff  
vs. Notice of Commissioner's Sale

W. M. Combs, Defendant.

By virtue of a judgment and order of sale made at the May term, 1929, of the Letcher Circuit Court in the above styled cause, I will offer for sale to the highest and best bidder at the front door of the courthouse in the city of Whitesburg, Letcher county, Kentucky, on Monday the 7th day of October, 1929, between the hours of 10 A. M. and 2 P. M., it being county court day, the following described property, to-wit:

A certain piece or parcel of land situated in the town of Whitesburg, Letcher county, Kentucky, and being Lot No. 7 of the College Hill Addition to the town of Whitesburg as shown by map of said College Hill Addition now on file in the Letcher county Court Clerk's office. And being the same land conveyed to W. M. Combs by Stephen Combs, Jr., by deed dated March 22, 1919, and of record in Deed Book 58, page 62, records of Letcher County Court Clerk's office.

Also one town lot situated in Whitesburg, and bounded as follows: Situated on College Hill in Whitesburg, Kentucky, and known as the Dr. B. C. Bach lot. Being the same land conveyed by Stephen Combs, Jr.,

point to a bench near the graveyard; thence a straight line to mouth of Sexton's branch; thence with county road to the beginning. Being a part of the same property conveyed by John Breeding to Elijah Ison and Lucinda Ison by deed dated, August 27, 1903, and recorded in Deed Book No. 28, at page 142, records of the Letcher County Court Clerk's office.

Said property cannot be divided without materially impairing its value, and will be sold as a whole. The amount to be raised by said sale is the sum of \$239.41 with 6 per cent. interest thereon from February 5, 1929, until paid and the cost of this action.

This sale will be made upon a credit of 6 months and the purchaser will be required to execute bond with approved surety for the payment of the purchase price, and a lien will be retained upon the property as additional security. Said bond will bear legal interest from date of sale and have the force and effect of a replevin bond.

J. P. ADAMS,  
Master Commissioner,  
Letcher Circuit Court.

## Commissioner's Sale

LETCHER CIRCUIT COURT.  
City of Whitesburg, Plaintiff  
vs. Notice of Commissioner's Sale

James Combs, Defendant.

By virtue of a judgment and order of sale made at the May term, 1929, of the Letcher Circuit Court in the above styled cause, I will offer for sale to the highest and best bidder at the courthouse in the city of Whitesburg Letcher county, Kentucky, between the hours of 10 o'clock A. M. and 2 o'clock P. M. on the 7th day of October, 1929, it being county court day, the following described property:

Being four town lots in the town of Whitesburg, Letcher county, Kentucky, in what is known as the Frazier Addition, and beginning at a stake at the southeast corner of Bentley block at the junction of Main and Second street, thence S 70 W with the north side of Main street 100 feet to a stake on the line between lots 4 and 5 of said block; thence N 20 W with said line to the Kentucky river; thence up with the said Kentucky river to Second street; thence S 20 E with the west side of Second street to the beginning, including Lots No. 5, 6, 7 and 8 of said Bentley block as shown on the town plat No. 3 of said Frazier Addition to the town of Whitesburg, now on file in the Letcher county Court Clerk's office.

Being the same property conveyed by J. P. Back and others to James Combs by deed dated December 30, 1927, and recorded in Deed Book 73, page 221, records of Letcher county Court Clerk's office.

Said property cannot be divided without materially impairing its value, and will be sold as a whole. The amount to be raised by said sale is the sum of \$640.79 with six per cent. interest thereon from June 3, 1924, until paid and all the cost of this action and sale.

This sale will be made upon a credit of 6 months and the purchaser will be required to execute bond with approved surety for the payment of the purchase price and a lien will be retained upon the property as additional security. Said bond will bear legal interest from date of sale and shall have the force and effect of replevin bond.

This the 17th day of Sept., 1929.

J. P. ADAMS,  
Master Commissioner,  
Letcher Circuit Court.

## FARM FOR SALE

One hundred and ten acre farm, twelve acres bottom land, part overflows each year, 100 bearing apple and peach trees, five room house in good condition and out-houses. Near Elsie-coal in Letcher county, Ky., six miles below Whitesburg and close to good market. Two crops each year of corn and potatoes. State Highway expected to be built soon through the farm.

Only reason for selling is that the owner is in bad health. Will sell reasonable. Call or write.

J. D. ISON,  
9-26-4t. Uz, Ky.

## 900 Feet 24-Inch Pipe

Excellent Material for Sewer or Drainage Purposes

Miscellaneous  
RAILS CABLE CHAINS  
HOISTING ENGINES  
BOILER FLUES

ALL SIZES OF PIPE, ETC.  
We dismantle and remove old boilers, engines and other obsolete machinery

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# The Road to Economy

Thursday, Friday and Saturday Only!

**BREAKFAST BACON**

30c

Fancy Quality!

**Cream Cheese**

29c

**LARD**

PURE HOG

2 Lbs. 27c

Thursday, Friday and Saturday Only!

**Apple Butter 19c**

New Sweet Potatoes, 5 lb for 15c

Green Beans, fancy fall, 3 lb 25c

Concord Grapes, 12 qt. basket 75c

**Chick Salmon 15c**

3 Lbs. 39c  
Shredded Beef 25c  
Margarine 4 Lbs. 29c  
Lard Soap 23c

Thursday, Friday and Saturday Only!

**Chipsco 2 for 37c**

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